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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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		Civil Action No.
JOSHUA WEINTRAUB and SHARON WEINTRAUB,	:	
Plaintiffs,	:	
- against -	:	**COMPLAINT**
EMPRESS TRAVEL TREVOSE, TWO-L'S LTD, and LISA SKLAR-CANDEUB, a/k/a LISA SKLAR,	:	
	:	
	:	JURY TRIAL DEMANDED
Defendants.	:	
--	X	

Plaintiffs Joshua Weintraub and Sharon Weintraub (collectively, "The Weintraubs"), by their counsel, Zukerman Gore Brandeis & Crossman, LLP, and for their complaint against Defendants Empress Travel Trevose ("Empress Travel"), Two-L's Ltd ("Two-L's") and Lisa Sklar-Candeub a/k/a Lisa Sklar ("Sklar") for fraud, conversion, breach of contract, breach of fiduciary duties, and violations of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P. S. 201-1 et seq., hereby allege as follows:

NATURE OF ACTION

Defendant Empress Travel is a travel agency owned and operated by Sklar. ("Empress Travel and Sklar together are referred to as "Empress" in this complaint). Approximately twenty-four years ago, Joshua and Sharon Weintraub, who are married, began using Empress as their exclusive travel agency for booking all of their personal travel and family vacations. Acting as the Weintraubs' agent, Empress sought and obtained authority to make travel arrangements and to directly charge the Weintraubs' American Express Card for proper charges incurred in connection with such travel arrangements. As a result, Empress routinely booked and paid for the Weintraubs' travel arrangements and then charged the Weintraubs' credit card for the costs incurred. As is customary in the travel agency business, Empress received its compensation from the hotels, transportation providers, and other vendors that Empress booked for the trips. Empress never asked the Weintraubs to pay a service fee, and the Weintraubs never agreed to pay a service fee. Rather, the Weintraubs always understood that Empress received commissions from the travel partners it used.

In October 2016, the Weintraubs noticed some billing irregularities on their credit card statement. After making inquiry of Empress, the Weintraubs discovered that Empress had been fraudulently and surreptitiously charging to the Weintraubs an enormous surcharge, which Empress explained variously as a "service fee", a "surcharge," or an "Empress Fee". The charges, which had been concealed by Empress, had been applied inconsistently and at various rates, and had all been charged without the Weintraubs' knowledge or consent. The Weintraubs unknowingly paid the charges for several years, relying on the defendants' representations that the Weintraubs were only being billed for legitimate reimbursable travel expenses. Over time, the unauthorized charges have exceeded $390,000. The Weintraubs have repeatedly demanded that defendants provide a full accounting of all amounts charged by Empress, but after providing only incomplete and insufficient information, defendants have refused. This action followed.

PARTIES

1. Plaintiff Joshua Weintraub is an individual residing in the state of New Jersey. Mr. Weintraub works as a Senior Managing Director for a private investment firm located in New York County, New York. Joshua Weintraub ordered most if not all of the travel services at issue in this action, such orders having been placed with Empress while Joshua was at his office in New York County, New York. Joshua received correspondence purporting to describe the services from Empress at his office in New York County, New York.

2. Plaintiff Sharon Weintraub is an individual residing in the state of New Jersey. Joshua and Sharon Weintraub are husband and wife. The majority of the travel services that are the subject of this complaint were purchased for the benefit of both Mr. and Mrs. Weintraub.

3. On information and belief, defendant Empress Travel Trevose ("Empress Travel") is a pseudonym for Defendant Lisa-Sklar Candeub a/k/a Lisa Sklar, and has no independent corporate existence. On information and belief, Empress Travel has its sole office in Feasterville Trevose, PA.

4. On information and belief Two-L's Ltd. is a close corporation organized under the laws of the state of Pennsylvania with its principal place of business located in Feasterville Trevose, PA. On information and belief Two-L's Ltd. participates in the management and operation of Empress Travel Trevose. On information and belief, Two-L's Ltd. does not observe corporate formalities sufficient to entitle it to corporate separateness.

5. Defendant Lisa-Sklar Candeub a/k/a Lisa Sklar, is an individual residing in the State of Pennsylvania. On information and belief, Sklar is the alter ego of, and principal operator of an unincorporated sole-proprietorship known as Empress Travel Trevose, a travel agency, located in Feasterville Trevose, PA. Sklar personally performed all or substantially all of the conduct complained-of in this complaint, or personally directed that such conduct be performed by agents of Sklar. On information and belief, Sklar owns and controls defendant Two-L's, and has used defendant Two-L's, without observing corporate separateness, in connection with the business known as Empress Travel Trevose.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1332. The matter in controversy for this claim exceeds the sum or value of $75,000, exclusive of interest and costs.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to all of the plaintiffs' claims occurred within this judicial district.

STATEMENT OF FACTS COMMON TO ALL CLAIMS FOR RELIEF

The Weintraubs Become Loyal Customers of Empress

8. Since the 1980s, the Empress Travel agency located in Feasterville Trevose, PA has provided travel agency services to the public. Sklar is the owner and operator of defendant Empress.

9. Approximately twenty-four years ago, the Weintraubs began using Empress to book their leisure travel arrangements. The Weintraubs interactions with Empress were principally through Sklar.

10. The Weintraubs were loyal customers of Empress and frequently used Empress to book trips. On average, the Weintraubs used Empress between four to five trips a year, sometimes more. Between 2009 -2016, the Weintraubs booked trips through Empress on at least seven to eleven occasions per year.

11. The Weintraubs regularly spent hundreds of thousands of dollars each year on the trips booked through Empress. Last year, the Weintraubs made payments to Empress in excess of $370,000 for the cost of trips booked through the agency during the calendar year.

12. Given their long-standing relationship spanning twenty years, the Weintraubs relied upon and trusted Empress. In addition to using Empress for their own travel arrangements, the Weintraubs referred to Empress numerous family members and close friends.

For Trips Booked, Empress Quotes a Total Charge and Intentionally Does Not Provide a Complete List of Itemized Fees and Expenses

13. Empress operates as a traditional travel agent, booking hotel rooms, flights, tours, and activities for the Weintraubs' trips.

14. The Weintraubs never entered into a written agreement with Empress governing the terms of Empress' travel services and fees.

15. The Weintraubs and Empress had an oral agreement that Empress would perform travel services for no fee, receiving its entire compensation from commissions earned from the service providers used on the various trips.

16. Travel arrangements for each trip booked were typically planned, negotiated, and agreed upon through a series of telephone calls and emails exchanged between Sklar and the Weintraubs.

17. Mr. Weintraub, who routinely works long hours, often planned and organized family vacations from his work office located in New York, New York. Empress regularly sent emails and travel quotes to Mr. Weintraub's work email address during business hours.

18. Typically, the Weintraubs would alert Empress that they desired to take a trip to a particular destination. Empress would research the travel arrangements, such as flights, hotel accommodations, leisure activities and other trip arrangements, and then Empress would provide the Weintraubs with a quote for the total price of the trip. Empress would revise the quote, depending on the ultimate travel dates or accommodations ultimately decided upon. Once the Weintraubs agreed to the final travel arrangements, Empress booked the arrangements on the Weintraub's behalf and billed the Weintraubs' credit card.

19. Empress kept the Weintraubs' credit card information on hand, in its files. Empress sometimes used the Weintraubs' credit card to book specific parts of the Weintraubs' trip, such as flights or hotel accommodations.

20. Sklar told the Weintraubs that the quotes Empress provided were based on actual travel expenses. Empress never told the Weintraubs that they were being charged a service fee for Empress' services. The Weintraubs never authorized Sklar or anyone else at Empress Travel to charge a fee for Empress' services. The Weintraubs always believed that Empress made profits from the commissions Empress received from third party travel vendors – such as hotels, airlines and resorts -- for Empress' business and repeated customer bookings.

21. Empress would sometimes send emails to the Weintraubs providing a partial list itemized expenses, together with what Empress referred to as an "all in" quote for the total price of a trip. Although Empress referred to such totals as "all in," Empress never disclosed a service fee or a surcharge.

The Weintraubs Discover They Are Being Charged a Hidden Surcharge

22. In October 2016, the Weintraubs noticed some irregularities on their American Express statements for charges posted by Empress.

23. Specifically, in 2016, the Weintraubs had been planning a trip to Cabo San Lucas for the December 2016 holidays. Sklar provided to the Weintraubs a quote for the total trip price and the Weintraubs agreed and directed Sklar to book the trip.

24. By the close of September 2016, the Weintraubs had paid $134,291.01 of the total amount due for the Cabo San Lucas trip. In the beginning of October 2016, Sklar demanded that the Weintraubs pay an additional $16,000 by October 10, 2016. Sklar told the Weintraubs that if they failed to pay the additional $16,000 by the October 10 deadline, the Weintraubs would forfeit the entire amount they had already paid towards the trip – i.e., their payment in the amount of $134,291.01.

25. The Weintraubs did not understand why they were required make the $16,000 payment or why the payment was due immediately, when the trip was not scheduled to take place until the end of December. The Weintraubs reviewed their American Express statements to try to determine what travel expenses had already been paid for their trip to Cabo San Lucas and what expenses were still outstanding. The American Express statements did not provide any answers. The statements did not contain an itemized list of travel expenses, but instead listed

various bulk charges to "Empress Travel" and "Gogo Worldwide Vacation." Furthermore, the amounts of the charges as they appeared on the American Express statement bore no discernable correlation to specific charges for the trip.

26. The Weintraubs contacted Sklar to inquire about the $16,000 payment. During their discussions, the Weintraubs requested that Sklar provide billing receipts and invoices for the accommodations that had already been booked so that the Weintraubs could reconcile what they had been billed by Empress on their American Express card against the actual hotel, airline, and other travel expenses. Sklar refused to produce any documentation and instead attempted to convince the Weintraubs that they should simply trust her "bottom line" stating: "I can assure you that while I have a pulse, the total charged on your credit card will be accurate to the total cost of your trips. While you may not understand our accounting system, the only thing that is important is that the bottom line is correct."

27. The Weintraubs grew suspicious, now not only of the billings for the Cabo San Lucas trip, but for other billings for prior trips they had booked through Empress. They continued to press Sklar for additional information and documentation.

28. In response to one such demand for backup invoices and receipts, Sklar told the Weintraubs that they should contact the vendors directly for information: the "numbers are easy enough for you to check via any call to any of these hotels, viewing your credit card bill for specific airline amounts, tour company amounts and so on …." These statements were false when made because Sklar knew that the Weintraubs did not have any vendor contact information. More importantly, Sklar knew that the Weintraubs had no way of verifying any of the numbers because Empress had not provided itemized billing.

29. In October 2016, after receiving numerous inquiries from the Weintraubs about Empress' billing practices, Sklar finally admitted to the Weintraubs, for the first time, that since at least 2009, Empress had been surreptitiously charging the Weintraubs a substantial service fee, which Sklar now attempted to pass off as something she called an "Empress Fee."

30. On or about October 7, 2016, Sklar told the Weintraubs that the Empress Fee was a standard fee charged by Empress for all bookings and was based upon a 30% charge of the gross cost of a trip.

31. In fact, the Empress Fee was not a standard fee charged by Empress, was not charged for all bookings, and was not even consistently charged at a rate of 30%. Sklar knew that her statements about the Empress Fee were false, and made those statements with intent to defraud the Weintraubs.

32. Prior to October 2016, Empress never disclosed to the Weintraubs that they were charged any surcharge or service fee.

33. For several years, Empress knowingly and intentionally charged to the Weintraubs such surcharge and/or service fee of up to 56%, without their knowledge or consent.

34. Upon learning about the hidden fee, the Weintraubs repeatedly questioned Sklar about the Empress Fee. The responses provided by Sklar were vague, incomplete, and inconsistent.

35. In response to questions raised about who had authorized Empress to charge the Empress Fee, Sklar had no response. Sklar could point to no document, email, or conversation authorizing such charges. Nor could Sklar point to any communication between the parties disclosing to the Weintraub the existence of a surcharge Empress Fee.

36. Sklar attempted to justify the hidden fee by explaining that the fee was charged for a number of "services" provided by Empress, such as: "set[ting] our alarm clocks to wake up to get flights and Hotel rooms confirmed, before the books are open to the public;" making "dinner reservations…chas[ing] the restaurants to make sure your confirmed even before their books open, get the right timing, the best seating, the best view;" finding "proper masseuses;" and filing out insurance applications, among other things. None of these so-called "services" were ever previously disclosed to the Weintraubs as chargeable services for which the Weintraubs would be charged a fee.

37. Sklar eventually admitted to the Weintraubs that the "Empress Fee" was something different than a travel agency fee. In an October 7, 2016 email to the Weintraubs from Sklar, Sklar asserted that the "Empress 'fees' … are NOT just agency fees, as they are compiled of many different components." Empress has never explained the difference between "an agency fee" and the "Empress Fee." Empress has never explained the different components comprising the "Empress Fee" or how the various components were billed to the Weintraubs. Likewise, Empress has never explained how the various components relate to the purported 30% surcharge.

38. In response to questions raised about how long Empress had been charging the "Empress Fee," Sklar provided conflicting answers. On one occasion, Sklar stated that the fees had been charged for the past "five years." On a separate occasion, Sklar stated it had been for "eight years" and, on a third occasion, "ten years." Sklar ultimately told the Weintraubs that they should review their credit card statements to determine themselves how long they had been

charged the agency fee. Sklar refused to provide documentation of how and when she had charged such fees.

39. Sklar told the Weintraubs that the surcharge fee was listed as the "Empress Fee" on their credit statement.

40. Before then, the Weintraubs had believed that the charges to "Empress Travel" and "Gogo Worldwide Vacations" which appeared without explanation or detail on credit card statements were for legitimate travel expenses incurred by Empress in booking their trips. The Weintraubs had been led to believe that Empress paid travel expenses, and then charged the Weintraubs as reimbursement for such paid expenses.

41. Empress was able to charge the hidden fees to the Weintraubs without their detection because of the deceptive means by which Sklar and Empress billed the Weintraubs. Specifically, Sklar quoted the Weintraubs an "all in" total trip fee. Empress handled all of the travel arrangements on behalf of the Weintraubs and never sent them any backup invoices or receipts for the vendors. Then, Empress applied an ad hoc surcharge, and charged amounts to the Weintraubs' credit card on behalf of "Empress Travel" and "Gogo Worldwide Vacations." The Weintraubs had no way to know that part or all of the amounts charged were not for reimbursement of legitimate travel expenses, but were instead an unauthorized service fee.

42. At all times, Sklar was well-aware that the Weintraubs relied upon her to accurately bill them for the actual cost incurred in their trips, without hidden charges.

43. Sklar deliberately billed inscrutable "Empress Fees" to the Weintraubs, knowing that they would incorrectly understand such fees to be charges for actual costs incurred by Empress Travel in arranging trips for the Weintraubs. It was only in the Fall of 2016, after

repeated questioning, that Sklar finally revealed the true nature of what she had been billing as so-called Empress Fees.

44. Now that the Weintraubs had finally been told Sklar's purported basis for charging "Empress Fees," the Weintraubs attempted to review their American Express card statements to see if they could determine anything about the extent to which such fees had been charged.

45. Upon reviewing their credit card statements, the Weintraubs discovered that the so-called Empress Fees were not charged at a standard 30% rate. Rather, the fees were charged at various percentages over the years, and the percentages have increased over time. For some trips, the Empress Fee exceeded 30% of the gross cost of a trip. On at least one occasion, the Empress Fee was as high as 56% of the gross cost of the trip.

46. In total, Empress has charged on the Weintraubs' credit card statements at least $390,000 worth of "Empress Fees." A full accounting of such improper fees will have to await discovery in this case, since Empress has refused to turn over complete information voluntarily.

47. Sklar has told the Weintraubs that Empress does in fact collect commissions from hotels and other vendors from bookings. Empress therefore charged the unauthorized "Empress Fee" in addition to the commissions collected from vendors.

48. The Weintraubs subsequently contacted some of the friends they had previously referred to Empress to determine whether they too had been charged a service fee. The Weintraubs learned that the fee was not charged to any of the others. Thus, the fee was not applied by Empress to other customers.

Empress Charges Unnecessary and Unsuitable Insurance Charges

49. In addition to the unauthorized service charges, Sklar and Empress have also charged the Weintraubs thousands of dollars in so-called "insurance" related to trips booked by Empress.

50. On information and belief, Empress receives commissions for such "insurance" charges.

51. Empress never disclosed to the Weintraubs that it received a commission for such insurance charges, or that it had a conflict-of-interest in selling such insurance.

52. Sklar and Empress are aware that the Weintraubs have no need for travel insurance, given the defendants' knowledge of the Weintraubs' net worth.

53. Sklar and Empress knowingly exploited their conflict-of-interest to impose unnecessary and unsuitable charges on the Weintraubs' account.

Plaintiffs' Counsel Demands Documentation

54. On January 10, 2017, the Weintraubs through their counsel sent defendants a letter demanding information, including but not limited to a full accounting of all charges for trips arranged by them, all backup receipts and invoices, any agreements or documents concerning the charge of the "Empress Fee," as well as several other categories of documents.

55. The Plaintiffs requested a response by January 24, 2017. A person claiming to be an attorney for Sklar then advised that Sklar was retaining "litigation counsel" who would contact counsel for plaintiffs. However despite the passage of weeks, no such counsel has contacted counsel for plaintiffs. Defendants have otherwise failed to respond. This action followed.

COUNT ONE
(Fraud)

56. Plaintiffs repeat and reallege each of the allegations contained in the foregoing paragraphs as if fully set forth herein.

57. Defendants knowingly and intentionally made false statements of material facts about their billing practices, and engaged in the deliberate concealment or nondisclosure of material facts about billing a hidden surcharge or service fees.

58. Such statements induced plaintiffs into making excess payments to Empress.

59. Defendants acted with the intention that the Plaintiffs would rely upon said misrepresentations and/or concealments or nondisclosures of material facts in making such excess payments to Empress.

60. Plaintiffs reasonably and justifiably relied upon the Defendants' misrepresentations and/or concealments or nondisclosures of material facts in making excess payments to Empress.

61. Plaintiffs have been injured as a direct and proximate result of the Defendants' fraudulent misrepresentations and/or concealments or nondisclosures of material facts. Plaintiffs have suffered and continue to suffer damage in an amount to be proven at trial, but reasonably believed to be in excess of $390,000.

62. Plaintiffs are also entitled to punitive damages in an amount to be determined at the time of trial because the manner in which Defendants converted Plaintiffs' money was gross, willful, wanton, malicious and deliberate conduct, demonstrated a high degree of moral culpability, and was directed to the public generally.

COUNT TWO
(Conversion)

63. Plaintiffs repeat and reallege each of the allegations contained in the foregoing paragraphs as if fully set forth herein.

64. At all times mentioned herein, the Empress Fees wrongfully collected from Plaintiffs were in the possession of Defendants who wrongfully exercised dominion and control over said monies, thereby depriving Plaintiffs of the use and benefit thereof.

65. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered, and will continue to suffer, injury including damages in an amount to be determined at trial, but reasonably believed to be in excess of $390,000.

66. Plaintiffs are also entitled to punitive damages in an amount to be determined at the time of trial because the manner in which Defendants converted Plaintiffs' money was gross, willful, wanton, malicious and deliberate conduct, demonstrated a high degree of moral culpability, and was directed to the public generally.

COUNT THREE
(Breach of Contract)

67. Plaintiffs repeat and reallege each of the allegations contained in the foregoing paragraphs as if fully set forth herein.

68. The Weintraubs and Defendants entered into a valid and binding oral agreement. Pursuant to that agreement, the parties agreed that Empress would perform travel services for no fee, receiving its entire compensation from commissions earned from the service providers used on the various trips. The parties further agreed that the Weintraubs would pay for authorized travel expenses.

69. The Weintraubs performed all of their obligations under the agreement.

70. Defendants breached the agreement by charging the Weintraubs a surcharge and/or a service fee, without Plaintiffs' knowledge or consent.

71. As a direct and proximate result of Defendants' conduct, plaintiffs have suffered and will continue to suffer damages in an amount to be determined at trial, but reasonably believed to be in excess of $390,000.

COUNT FOUR
(Breach of Fiduciary Duties)

72. Plaintiffs repeat and reallege each of the allegations contained in the foregoing paragraphs as if fully set forth herein.

73. Defendants held positions of trust and confidence as fiduciaries and owed Plaintiffs fiduciary duties during the course of dealings among the parties. Defendants were required to reveal all material facts concerning their billing practices. Defendants were only permitted to charge Plaintiffs' credit card for authorized travel expenses incurred. By omitting material information regarding Defendants' billing practices and by charging Plaintiffs' credit card with concealed and unauthorized fees, Defendants breached their fiduciary duties to the Plaintiffs.

74. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and will continue to suffer damages in an amount to be determined at trial, but reasonably believed to be in excess of $390,000.

COUNT FIVE
(Violation of Pennsylvania Unfair Trade Practices And Consumer Protection Law, 73 P.S. §201-1, *et seq.*)

75. Plaintiffs repeat and reallege each of the allegations contained in the foregoing paragraphs as if fully set forth herein.

76. The misrepresentations, omissions, and concealment of facts by Defendants constituted unfair methods of competition and unfair or deceptive acts or practices within the meaning of Section 201-2(iv) of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P. S. 201-1 et seq., (the "UTPCPL").

77. An individual who purchases goods or services may bring a private action to recover damages caused by another's "act or practice declared unlawful" by the UTPCPL, 73 Pa. C. S. §201-9.2.

78. 73 Pa. C. S. §201-3 provides that it is unlawful to engage in "unfair or deceptive acts or practices in the conduct of any trade or commerce" as defined by 73 Pa. C. S. §201-2(4) (xxi). In addition to twenty specifically enumerated practices, the Act provides that "engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding" constitutes an "unfair or deceptive act or practice." 73 Pa. C. S. §201-2 (4) (xxi).

79. Defendants' fraudulent billing practices constitute a violation of UTPCPL. Defendants' misrepresentations and omissions regarding the Empress Fee and their billing practices created a likelihood of confusion as to the services being offered and the fee for any such services.

80. Defendants' deceptive and materially misleading billing practices and misrepresentations and omissions regarding the Empress Fee were willful and knowing.

81. Defendants' omissions regarding their conflict of interest relating to the insurance coverage Empress offered also constitute a violation of UTPCPL. Defendants' omissions of their

conflict of interest created a likelihood of confusion as to whether the insurance coverage was suitable and necessary.

82. Defendants' concealment of their conflict of interest was willful and knowing.

83. Plaintiffs have been injured by Defendants' deceptive and materially misleading business practices.

84. Plaintiffs have suffered and continue to suffer damage in an amount to be proven at trial, but reasonably believed to be in excess of $390,000. Pursuant to the UTCPPL, Plaintiffs are entitled to recover treble damages, as well as costs and reasonable attorneys' fees.

WHEREFORE, the Weintraubs respectfully request that this Court enter judgment in their favor and against the defendant as follows:

(a) On Count One, awarding damages against Sklar, Empress Travel and Two-L's, jointly and severally, in an amount to be determined at trial, but believed to exceed $390,000, plus punitive damages;

(b) On Count Two, awarding damages against Sklar, Empress Travel and Two-L's, jointly and severally, in an amount to be determined at trial, but believed to exceed $390,000, plus punitive damages;

(c) On Count Three, awarding damages against Sklar, Empress Travel and Two-L's, jointly and severally, in an amount to be determined at trial, but believed to exceed $390,000;

(d) On Count Four, awarding damages against Sklar, Empress Travel and Two-L's, jointly and severally, in an amount to be determined at trial, but believed to exceed $390,000;

(e) On Count Five, awarding actual damages against Sklar, Empress Travel and Two-L's, jointly and severally, in an amount to be determined at trial, but believed to exceed $390,000, plus treble damages as provided by UTCPPL;

(f) Awarding Plaintiffs reasonable attorney's fees and costs, investigatory fees and expenses to the full extent provided for by UTCPPL and by common law;

(g) Awarding Plaintiffs pre-judgment and post-judgment interest on any monetary award made part of the judgment against Defendants; and

(h) Such other and further relief as this Court finds just and proper.

JURY DEMAND

Plaintiff demands trial by jury of all issues so triable.

Dated: New York, New York
January 25, 2017

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